



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
TRAILS UNLIMITED - USDA FOREST SERVICE ENTERPRISE TEAM

AGREEMENT# IA 507-077
IRON HORSE STATE PARK – MOUNTAIN BIKE TRAIL DEVELOPMENT

THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Trails Unlimited – USDA Forest Service Enterprise Team hereinafter referred to as the "FOREST SERVICE".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the FOREST SERVICE can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The FOREST SERVICE shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed on June 30, 2007, unless terminated sooner as provided herein. Agreement shall automatically expire on June 30, 2007, unless otherwise extended by amendment.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Two Hundred Fifty-One Thousand, Four Hundred Ten, and No/100ths Dollars (\$251,410.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget in **Exhibit "B"** which is attached hereto and incorporated herein.

BILLING PROCEDURE

The FOREST SERVICE shall submit invoices no more often than monthly. Payment to the FOREST SERVICE for approved and completed work will be made by warrant or account transfer

by PARKS within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for FOREST SERVICE is: Merdith C. Lockwood (Cam), Enterprise Team Leader, (626) 233-4309.

The Project Representative for PARKS is: John Zinza, P.E., Environmental Engineer, (253) 288-2576.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Washington State Parks and
Recreation Commission**

By: _____

Title: Assistant Director, WSPRC

Date: _____

**Trails Unlimited
USDA Forest Service Enterprise Team**

By: _____

Title: _____

Date: _____

Approved As To Form:
Mark Schumock
Asst. Attorney General
02/20/05

Exhibit “A”

Scope of Work

PART A IRON HORSE STATE PARK – MOUNTAIN BIKE TRAIL DEVELOPMENT

A1. Project Goals

The Project Goals are:

- A “turn key” completed multi-use trail by June 30, 2007;
- A completed segment of trail that will be a gateway for a future more expansive trail system, primarily targeting the mountain bike user; and
- The building of a long-term relationship with the Mount Baker-Snoqualmie National Forest and user groups for this trail system.

A2. Project Background

The design and construction of the “Iron Horse—Mountain Bike Trail Development” project is funded by the Washington State Legislature and a Non-highway and Off-Road Vehicles Activities (NOVA) Program Grant. The NOVA grant identifies the route, length, and uses for this trail. The primary user is the mountain biker and the secondary user is the hiker. The grant identifies the trail as about 5.96 miles long, consisting of 2.62 miles of new trail, and 3.34 miles of road-to-trail conversion. The proposed trail starts at the John Wayne Pioneer Trail near Cedar Butte. The trail will then proceed east along the north slope of Mt. Washington, to an intersection with existing logging roads that form part of the de facto trail route to the summit of Mt. Washington.

NOTE: Some modifications of the selected route may be necessary as identified during the detailed layout and design tasks.

Parks, representatives from the Mount Baker-Snoqualmie National Forest, and special interest groups consider this project as an important next step in the creation of a multi-agency trail system as identified in the *Olallie Area Mountain Bike Trail Study, Feasibility & Reconnaissance Survey Report*, September 30, 2002. This project will be constructed and closed out by June 30, 2007.

Significant input from Mount Baker-Snoqualmie National Forest (MB-SNF), Backcountry Bicycle Trails Club (BBTC), and Mountains to Sounds Greenway Trust (MTSGT) has been compiled by Parks and will be incorporated by the FOREST SERVICE into the project.

A3. Project Resources for Standards in Trail Design and Construction

The following resources are considered the basic standards for design and construction for this project:

- The International Mountain Bike Association (IMBA) approach to sustainable single track trails. IMBA’s approach is presented in *Trail Solutions, IMBA’s Guide to Building Sweet Singletrack*;

- US Forest Service trail publications: *Trails Management Handbook* (FSH 2309.18); *Trail Construction and Maintenance Notebook, 2004 Editions*; *Standard Specifications for Construction and Maintenance of Trails* (EM-7720-103); and the *National Trails Drawings and Specifications* (EM-7720-103); and
- The trail expertise found at Mount Baker-Snoqualmie National Forest, specifically in Mr. Gary Paull, Wilderness & Trails Coordinator.

A4. Relationship & Training – Parks and Trails

A4.1 Command Structure

The FOREST SERVICE will report directly to Parks on all issues and direction. A single point of contact identified in the agreement section titled **PROJECT MANAGEMENT**.

A4.2 Volunteer Groups

The FOREST SERVICE will coordinate and direct all volunteer groups. Agreements with volunteer groups are to be pre-approved by Parks.

A4.3 Training Opportunities

Parks understands that training, specific to trails, is part of the FOREST SERVICE's mission. While no funding has been set aside for formal training as part of this project, Parks does recognize the importance of the FOREST SERVICE's mission. As discussed in verbal conversations with Parks, the FOREST SERVICE will provide training/mentoring to Parks' staff on an informal basis at no additional charge. These informal training opportunities will coincide with the FOREST SERVICE's scheduled fieldwork.

A5. Base Scope

The project is divided into three tasks: 1) permitting; 2) detailed layout and design; and 3) trail construction.

A5.1 Scope Task 1: Permitting

Parks has identified the following required permits for this project:

- a) King County Washington, Clearing & Grading per King County Code Chapter (KCC) 16.82;
- b) King County Washington, Surface Water Runoff Policy per KCC 9.04; and
- c) Washington Department of Ecology, NPDES Construction Stormwater General Permit per The State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington and The Federal Water Pollution Control Act.

The FOREST SERVICE will prepare, coordinate, secure a Certified Professional in Erosion and Sediment Control as needed, and perform other duties as necessary to obtain these permits for this project. The FOREST SERVICE will seek Parks' concurrence on all permits prior to the FOREST SERVICE submitting the permits to the appropriate regulatory agency. Additional information concerning these permits is provided below.

The FOREST SERVICE will perform other permitting services as needed to make this project successful and in regulatory compliance. Other permits may include, but not be limited to, a Washington Department of Fish and Wildlife Hydraulic Project Approval if there are stream crossing on this project.

A5.1 a) King County Washington, Clearing & Grading Permit per KCC 16.82:

Parks met with representatives from King County Department of Development and Environmental Services on October 27, 2005, regarding the project, and specifically addressing Critical Areas Ordinance specific areas and treatments, KCC 21A related to the project and the Clearing and Grading permit. The FOREST SERVICE has been previously sent a memo summarizing the points discussed at this meeting. Parks understands that a trail design consisting of a memorandum, details, and figure depicting the layout are appropriate submittals for this project versus the typical formal plans and specifications. The memorandum will include a brief narrative of the design, references to standards used, a discussion of the use of the organic duff layer as a filter, and a discussion of techniques used to protect any critical areas. The submittal will also contain: 1) an 11 x17 trail lay out depicting the route on a topographical map, similar to what was presented by the FOREST SERVICE at October 26 meeting in Issaquah; 2) copies of appropriate trail details including dimensions; and 3) erosion and sedimentation control details with clearing limits.

A5.1 b) King County Washington, Surface Water Runoff Policy per KCC 9.04:

The FOREST SERVICE will submit a copy of the NPDES Construction Stormwater General Permit with Stormwater Pollution Prevention Plan (SWPPP) to King County, to satisfy the regulatory requirements of KCC 9.04. Email correspondence dated March 8, 2006, from King County identifies that the NPDES documents including the SWPPP will suffice for King County's requirements under KCC 9.04.

A5.1 c) Washington Department of Ecology, NPDES Construction Stormwater General Permit.:

Parks has previously sent the FOREST SERVICE web information regarding the Construction Stormwater General Permit. The FOREST SERVICE will complete the preparation of this permit, which also includes public notices in newspaper.

A5.1 d) Other Permits:

The FOREST SERVICE will provide services as necessary to prepare other permits needed for the successful completion of this project, such as the Washington Department of Fish and Wildlife, Hydraulic Project Approval

A5.2 Scope Task 2: Detailed Layout and Design:

The FOREST SERVICE will complete a detailed layout and design of the proposed corridor. The detailed layout and design process will incorporate the trail standards and Trails Management Objectives referred to above. The FOREST SERVICE has identified the schedule for the detailed layout and design fieldwork as occurring from May 15, 2006, to May 30, 2006.

The detailed layout will be based on the conceptual layout presented in Figure 10, *Potential Trails: West, Olallie Area Mountain Bike Trail Study, Feasibility & Reconnaissance Survey Report*. The trail segments which make up the conceptual layout are identified as follows:

- New Multi-use Trails, Trail Segments: CEB-2, portion of OTW-1 (from intersection with Trail Segment CEB-2 to intersection with Trail Segment OTW-2) , and, OTW-4; and
- Road Conversions to Multi-use Trails, Trail Segments: OTW-2, OTW-3, OTW-5, OTW-6, OTW-7 and OTW-8.

It is Parks' understanding that Trail Segments OTW-2 and OTW-3, which are designated as road conversions to multi-use trails, may not be appropriate for conversion to trail. These segments were decommissioned in the past and contain stumps and other debris in the abandoned road section. The Backcountry Bicycle Trails Club (BBTC) has suggested an alternate route parallel and up gradient of these decommissioned roads. The FOREST SERVICE will evaluate whether the old roadbed or a parallel route would be more appropriate.

The BBTC has identified a modified version of the beginning portion of the trail, which will require reconnaissance by the FOREST SERVICE. This is on the eastern side of Cedar Butte, just west of the portion of the beginning segment OTW-1 (from trailhead on JWPT to intersection with Trail Segment CEB-2). The FOREST SERVICE will evaluate this route during the detailed layout and design process.

The detailed layout and design will include the following:

Detailed layout: The FOREST SERVICE will provide all labor and materials to complete the detailed layout for this project. The detailed layout consists of: all necessary field work; soliciting information from user groups and MB-SNF as necessary; installing field flagging to identify the route; and interacting with Parks' staff and user groups during the first week of the field work to identify and resolve all issues related to the final route.

Design: The FOREST SERVICE will provide all labor and materials to complete the design for this project. The design consists of: all necessary fieldwork; soliciting information as necessary; installing field flagging to identify the final design route; providing plan drawings; and meeting with Parks' staff to present the design.

If the FOREST SERVICE provides a geo-referenced trail layout shapefile, Parks will combine this layer with existing GIS coverage to assist with final design preparation.

NOTE: a) Task 2 will be completed with a memorandum from the FOREST SERVICE that confirms or updates their cost estimate and completion times for the trail construction. This memorandum will also present the FOREST SERVICE's approach for using additional resources during construction, such as volunteer groups. The memorandum will also identify the level of effort and cost associated with spring clean-up and stream crossing work.

A5.3 Scope Task 3: Construction:

The FOREST SERVICE will provide all equipment, materials, and labor necessary to construct the trail in accordance with the Parks approved final design prepared by the FOREST SERVICE and in accordance with all permit requirements identified in Task 1. The end product will be a completed trail, ready to use. Parks and the FOREST SERVICE agree that the trail will be allowed to settle for a winter before officially opening to the public.

The FOREST SERVICE has identified the schedule for construction starting on August 13, 2006 and ending on September 10, 2006.

The FOREST SERVICE will conduct an inspection walkthrough with Parks toward the end of the September 2006 field work, for the purpose of generating a punch list for the FOREST SERVICE to address. Parks and the FOREST SERVICE will conduct a final walkthrough in the Spring of 2007, to identify any remaining punch list items or unresolved issues preventing completion of the project. The inspection walkthrough will occur as soon as possible after the snow melt in the spring of 2007, to allow for the completion of this project by June 30, 2007. The FOREST SERVICE will submit progress reports via e-mail and an as-built of the completed project.

Stormwater Construction Inspection and Monitoring: The FOREST SERVICE will complete all stormwater monitoring, record keeping, and inspection during construction as required in the State of Washington, Department of Ecology, *Construction Stormwater General Permit*, effective December 16, 2005, specifically the onsite inspection, record keeping and reporting as described in *Part S4. Monitoring Requirements* and *Part S5. Reporting and Recordkeeping Requirements*. Per State of Washington Regulations regarding the *Construction Stormwater General Permit*, after October 1, 2006, on all construction projects greater than 1 acre in impact, a Certified Erosion and Sediment Control Lead (CESCL) will be present on-site or on-call at all times. The FOREST SERVICE will provide and identify the person meeting the CESCL requirement for work after October 1, 2006, including any 2007 activities.

A5.4 Deliverable - Base Scope

TASK	DELIVERABLE
Task 1: Permitting	
	Copies of all permit-related documents
Task 2: Detailed layout and Design	
	Detailed layout: 10 hard copies and one electronic
	Design: 10 hard copies and one electronic
	Memo confirming cost, schedule, and use of resources
Task 3: Construction	
	Electronic progress reports as needed (bi-weekly)
	As-built of completed project
	Site Log Book per SWPPP, and copies of any daily reports, especially related to the <i>Stormwater Pollution Prevention Plan</i>

A5.5 Fee – Base Scope

The fee for the base scope is broken down per individual tasks as described below.

- a) Fee Task 1: The fee for completing the above-described scope for Task 1 shall be based on a “Time and Materials” basis, and shall not to exceed \$25,200.00. The lump sum covers all expenses including travel, copying, etc to complete the work.
- b) Fee Task 2: The fee for completing the above-described scope for Task 2 shall be based on a “Lump Sum” basis, and shall not to exceed \$31,528.00. The lump sum covers all expenses including travel, flagging, copying, etc to complete the work.
- c) Fee Task 3: The fee for completing the above-described scope for Task 3 shall be based on a “Lump Sum” basis, and shall not exceed \$192,182.00. The lump sum covers all construction expenses and materials including any labor and materials expended during punch list actions; labor costs; mobilization/demobilization; lodging; travel, copying, etc to complete the work.

The lump sum for Task 3 does NOT cover any expenses related to spring cleanup; materials for stream crossings; and any costs associated with coordinating volunteers.

The TOTAL FEE for the base scope is: \$248,910.00.

A5.6 Completion Date – Base Scope

All base work including deliverables will be completed as follows for each Task:

- Completion Date Task 1: In time to start construction work on August 13, 2006.
- Completion Date Task 2: In time to start construction work on August 13, 2006.
- Completion Date Task 3: All construction will be completed by September 30, 2006. All repairs from the winter settling period including spring cleanup and punch list items will be completed by June 30, 2007.

A6. LIMITATIONS AND ASSUMPTIONS

Several assumptions were made in preparing the scope of services and calculating the estimated fee. The limitations and assumptions are as follows:

- a) Some modifications of the selected route and built features may be necessary as identified during the detailed layout and design tasks;
- b) The fee estimate for Task 3 was prepared on preliminary research. Upon completion of the final trail layout in Task 2, the FOREST SERVICE can request the Task 3 fee to be adjusted based on the submitted memorandum required under Task 2.
- c) The fee estimate for Task 3 will be adjusted based on the use of volunteer labor and equipment, and donated materials for this project. Cost savings will be passed onto

Parks.

- d) The schedule can be impacted by weather. Late snows may impact the schedule for the May 2006 field activities as well as spring cleanup in 2007. Inclement weather, such as heavy precipitation, could impact construction activities.

A7. REFERENCES

The references provided below do not include permitting information available online.

Backcountry Bicycle Trails Club. Mount Washington Mountain Bike Trail Project, Control Point Analysis, Cedar Butte to west shoulder of Mt. Washington. Attachment to September 16, 2005, email to WSP&RC.

Interagency Committee for Outdoor Recreation, Non-highway and Off-Road Vehicles Activities Program (NOVA), Excerpt of NOVA Grant Number 04-1265D, Iron Horse – Mt. Bike Trail Dev. Phase 1.

Lockwood, Merdith C., Trails Unlimited. Letter of Intent, Iron Horse Mountain Bike Trail Development Project, August 25, 2005.

Lockwood, Merdith C., Trails Unlimited. Letter response regarding Trails Unlimited; Knowledge Skills and Abilities, December 12, 2005.

Kniffen, Les, Washington State Parks, Memo to Ramon Locsin, Site Development Specialist, Department of Development and Environmental Services, King County, and Nick Gillen, Senior Ecologist, Department of Development and Environmental Services, King County. February 27, 2006.

Northwest Trails Inc. and Osprey Environmental Services. Olallie Area Mountain Bike Trail Study, Feasibility & Reconnaissance Survey Report. Prepared for Washington State Parks & Recreation Commission. September 30, 2002..

Paull, Gary, USFS. Olallie Trail – Phase 1, Design Narrative. Attachment to December 5, 2005, email to WSP&RC.

Paull, Gary, USFS. Follow up comments, to Trails Unlimited's Response to Mike Stenger's questions. December 19, 2005, email to WSP&RC.

Washington State Parks & Recreation Commission. Iron Horse Mountain Bike Trail Project, Trails Management Objective. Prepared by Nikki Fields, Parks Planner, WSP&RC, Puget Sound Parks Development Service Center, on November 4, 2005.

Zinza, John, Washington State Parks, Email to Richelle Rose, Site Development Specialist II, King County, Department of Development and Environmental Services, Site Development Services. Subject: Regarding CSWPPP preparation. March 8, 2006.

PART B – FLAMING GEYSER STATE PARK – TRAIL INVESTIGATION

B1. Project Goals

The Project Goals are:

- To determine whether a trail could be constructed to connect the existing Flaming Geyser Trail to State Parks' Black Diamond property.
- If a trail is feasible, to recommend construction methods, required structures, and a cost estimate for constructing the trail.

B2. Project Background

The Green River Gorge is located in south King County, along the Green River, near the cities of Black Diamond and Enumclaw. Parks has been acquiring land in the Green River Gorge area for over 30 years, with the goal of developing both a north and a south rim trail. The developed State Parks in the area are Flaming Geyser, Kanasket-Palmer, and Nolte, and Parks owned properties include Black Diamond, Hanging Gardens, and Jellum.

The remaining gaps in Parks' ownership are becoming more difficult and more expensive to acquire, and one potential trouble spot is the area just east of Flaming Geyser State Park, on the south side of the river, between the park and the Black Diamond property. Parks owns land along the river, but the terrain is steep, and it is unknown whether constructing a trail through Parks' existing ownership is feasible. The parcels upland from Parks ownership have been developed, so if the trail is not feasible, the only alternative will be to route the trail along surface streets away from the river. Since this would be a significantly different trail experience, constructing the trail through the existing ownership is much preferred.

B3. Base Scope

The FOREST SERVICE will perform a field reconnaissance of the area identified on the attached maps, Attachments 1A through D. The FOREST SERVICE will provide services to assess the feasibility of a trail on the steep portion of State Parks land. The FOREST SERVICE will determine trail route options, construction methods, trail structures, and costs.

B4. Deliverable (Base Scope)

The FOREST SERVICE will provide a memo report presenting their findings to Parks. The memo report will include but not be limited to, a narrative of activities, route schematic, and cost estimate.

B5. Fee (Base Scope)

The fee for completing the above-described services shall be based on a "Lump Sum" basis, not to exceed \$2,500.00. The lump sum covers all expenses including travel, field work, copying, etc. to complete the work.

B6. Completion Date (Base Scope)

All base work including deliverables will be completed as follows:

- Completion Date Base Scope: June 30, 2006.

B7. LIMITATIONS AND ASSUMPTIONS

Several assumptions were made in preparing the scope of services and calculating the estimated fee. The limitations and assumptions are as follows:

1. That weather will allow the field reconnaissance to be completed before May 30, 2006.
2. That field reconnaissance could be completed in one day.

B8. ATTACHMENTS

Attachment 1A through D: Maps indicating extents of field reconnaissance at Flaming Geyser State Park for this task.

/ / / / /
END SCOPE OF WORK

Exhibit "B"
Budget

IRON HORSE STATE PARK – MOUNTAIN BIKE TRAIL DEVELOPMENT

Each task will be billed at the following rates:

Task 1 – Permitting:

LABOR EXPENSES	1 Trail Consultant	@ \$ 980 for 10 days = \$ 9,800
	1 Erosion Control Consultant	@ \$1,100 for 9 days = \$ 9,900
TRAVEL	At cost to a maximum rate of \$188 per day + airfare \$188 X 2 X 10 = \$3,720 + 1240 = \$ 5,000	
FS Vehicle	Rental	10 days @ \$50.00 per day = \$ 500
		Sub – Total = \$25,200

Task 2 – Detailed Trail Design and Layout:

LABOR EXPENSES	2 Trail Consultants	@ \$ 980 for 12 days = \$ 23,520
	1 Erosion Control Consultant	@ \$1,100 for 2 days = \$ 2,200
TRAVEL	At cost to a maximum rate of \$188 per day + airfare \$188 X 2 X 12 = \$4,512 + 620 = \$ 5,132 \$188 X 1 X 2 = \$ 376 + 300 = \$ 676	
FS Vehicle	Rental	12 days @ \$50.00 per day = \$ 600
		Sub – Total = \$31,528

Task 3 – Trail Construction

LABOR EXPENSES	2 Operators	@ \$980.00 for 31 days = \$ 60,760
	2 Swamper	@ \$680.00 for 31 days = \$ 42,160
	1 Erosion Control Consultant	@ \$1,100 for 10 days = \$ 11,000
EQUIPMENT	1 SWECO	@ \$ 310.00 for 21 days = \$ 7,130
	2 mini exc.	@ \$ 275.00 for 31 days = \$ 17,050
	1 Tracked Totter	@ \$ 275.00 for 31 days = \$ 6,325
	3 ATV's w/ rock rake, drags, dump trailer & hydro seeder	@ \$ 85.00 ea. for 31 days = \$ 7,905
SUPPLIES	Gravel, Arch culverts, Geotex. Mat.	\$ 3,000
TRAVEL	At cost to a maximum rate of \$188 per day + airfare \$188 X 4 X 31 = \$ 23,312 \$188 X 1 X 10 + airfare = \$ 2,520	
FS HEAVY EQUIPMENT	Actual Cost Estimated = \$ 11,020	
		Sub – Total = \$192,182

Total=\$248,910

The FOREST SERVICE is required by federal regulations to be 100% cost recoverable for all of their projects or have a signed agreement that binds them to an existing rate.

TRAVEL REIMBURSEMENT

Travel for Federal Employee's is determined and regulated by the Federal Office of Personnel Management and as such are only allowed 75% for first and last days of travel.

Per diem will be reimbursed based on actual receipts for lodging – no flat-rate reimbursement will be allowed. Meals shall be reimbursed at the approved federal rate.

VEHICLE USAGE REIMBURSEMENT

Travel and payment for vehicle use is determined by the Office of Personnel Management and the Federal Regional Fleet Management Office. The vehicular rental for the Permitting and Design and Layout Phase of the project are determined by the federal national contracted rates for standard sedan rental vehicles. These rates are fixed yearly for the duration of the contracted period, usually October 1 to September 30 of each year. The FOREST SERVICE will rent a vehicle that has a contracted daily rate with unlimited mileage. Fuel consumed during this phase will be on a straight reimbursement basis.

The vehicle rate identified for the Construction Phase is a rate determined by the size, specialized equipment and weight of the vehicle. The FOREST SERVICE's construction vehicles are heavy duty, 1 & 1 ½ ton, diesel, 4X4 drive flatbed trucks that tow the heavy equipment trailers. The rates for these vehicles take into consideration initial vehicle cost, maintenance, equipment, fuel, repairs and replacement cost.

PREVAILING WAGES

FOREST SERVICE shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of the Department of Labor and Industries. It is the FOREST SERVICE's responsibility to verify the applicable prevailing wage rate.

1. Contact with the Washington State Department of Labor and Industry, Prevailing Wage section determined that the FOREST SERVICE's work is considered Landscape Beatification and Construction, Landscape equipment or Truck Drivers with a wage determination as of 03-03-06 for King County is \$10.63 per hour. The determination was made by Christina Brown a Prevailing Wage Classification Specialist. Currently the FOREST SERVICE's team's wages range from \$21.60 to \$46.53 per hour. A complete listing has been attached and incorporated into this agreement as Attachment 2 – Wages.

Volunteers will only be provided reimbursement for expenses and no direct compensation.

RETAINAGE

Owner shall retain 10% of the amount of each progress payment until 45 days after Final Acceptance and receipt of all documents required by law or the Contract Documents. In accordance with RCW 60.28, FOREST SERVICE may request that monies reserved be retained in a fund by Owner, deposited by Owner in a bank or savings and loan, or placed in escrow with a bank or trust company to be converted into bonds and securities to be held in escrow with interest to be paid to FOREST SERVICE. Owner may permit FOREST SERVICE to provide an appropriate bond in lieu of the retained funds.

FLAMING GEYSER STATE PARK – TRAIL INVESTIGATION

The fee for completing the Trail Investigation services under Scope of Work shall be based on a "Lump Sum" basis, not to exceed \$2,500.00. The lump sum covers all expenses including travel, field work, copying, etc. to complete the work.

/ / / / /
END BUDGET

ATTACHMENT 1A

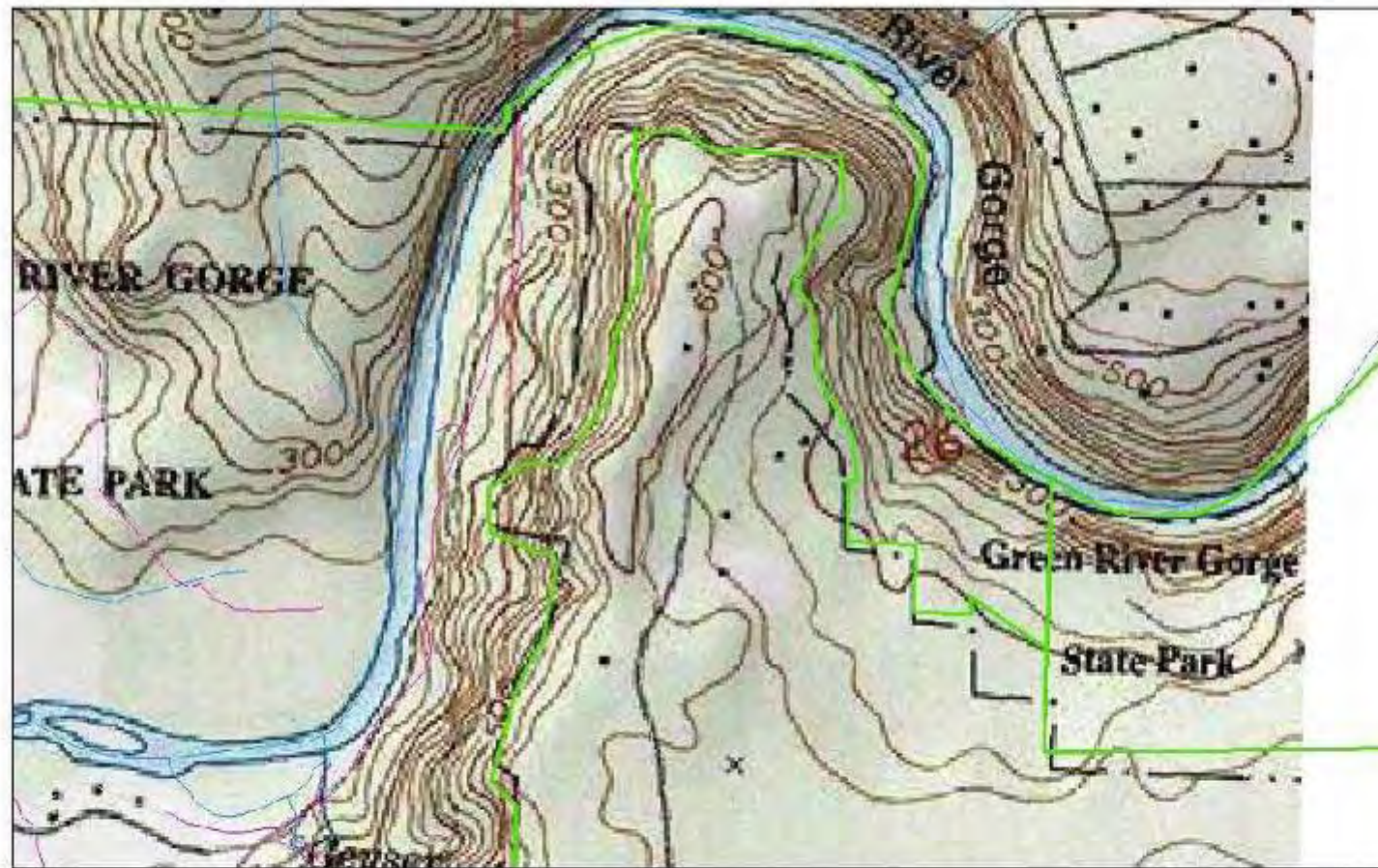


Flaming Geyser/Green River Gorge Trail

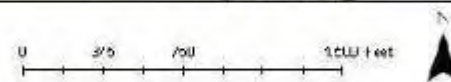
The brown lines are 100 foot contours,
and the pink lines are existing trails

The brown lines are 100
foot contours, and the pink
lines are existing trails

ATTACHMENT 1B



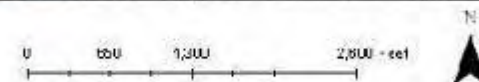
Flaming Geyser/Green River Gorge Trail



ATTACHMENT 1C

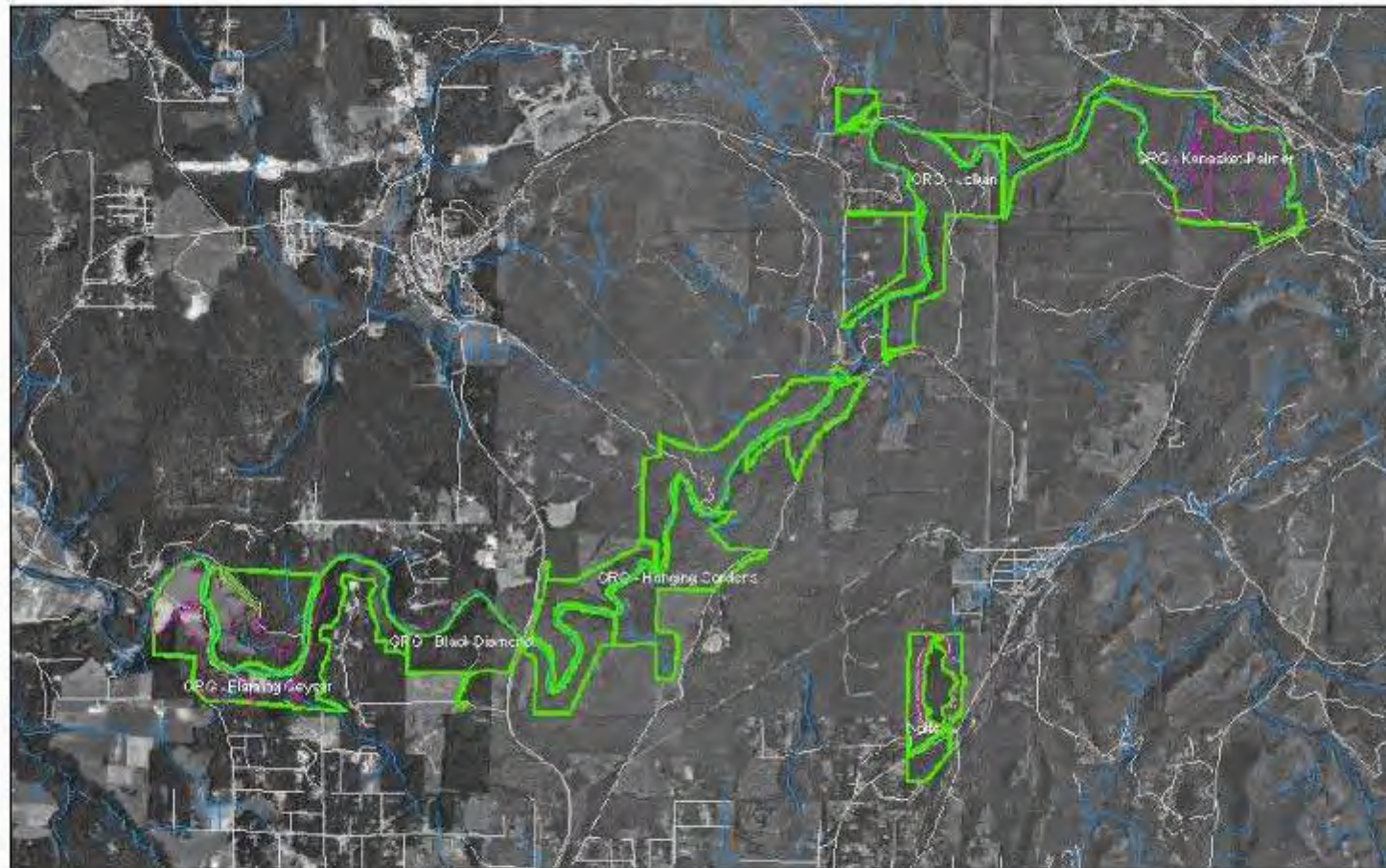


Flaming Geyser/Green River Gorge Trail

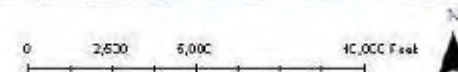


A view of the whole park (both the "Park" and the "Recreation Area" are part of Flaming Geyser State Park.

ATTACHMENT 1D MAP



Green River Gorge Trail



State Parks properties in the Green River Gorge. The developed parks are Flaming Geyser, Kanaskie-Palmer, and Nolan. The goal is to have a north and a south rim trail.

ATTACHMENT 2 WAGES

Cost to Government
January 2006

Trails Unlimited

As of PP 01,

Cost Name	PartTime---* Cost	Pay Cost	GradeStep	Base May Cost	Retire Cost	Thrift Cost	Fica/Hit Cost	Cost	FEGI Cost	FEHBA Per PayP	Total Cost Per Hr	OT Per Hr	SD/Haz Per Hr	WGI Be Due
	Temporary-@	Plan												
FINAN II, ALBERT H		GS	6 7	\$1,453.60	162.80	0.00	111.20	0.00	0.00	1727.60	21.60	29.35	4.89	9/30/2007
GINN, KEITH L		GS	9 5	\$2,043.20	143.02	0.00	28.16	4.20	304.28	2522.86	31.54	38.87	6.48	2/5/2006
LOCKWOOD, MERDITH C		GS	12 7	\$3,136.80	219.58	0.00	43.96	6.30	316.08	3722.72	46.53	39.78	9.94	1/6/2008
STINCHFIELD, JASON A		GS	6 9	\$1,492.00	167.10	74.60	114.14	3.07	0.00	1850.91	23.14	30.11	5.02	9/30/2007
STURDEVANT, WESLEY M		GS	6 9	\$1,608.00	180.10	80.40	120.00	0.00	118.28	2106.78	26.33	32.46	5.41	8/5/2007
TRAMMELL, JAMES D		GS	11 10	\$2,835.20	198.46	0.00	39.73	5.70	286.00	3365.09	42.06	37.75	8.99	

/ / / / /

END WAGES